

Brown, Robert L

From: Steve Fleming <stevef@cityofws.org>
Sent: Tuesday, January 12, 2016 10:02 AM
To: Brown, Robert L
Subject: Duke Energy Inv. # 1432474549
Attachments: _ RELEASE (Duke Energy - Inv. 1432474549).docx; Duke Energy 0 515 Laurel Street - estimate.pdf

*** Exercise caution. This is an EXTERNAL email. DO NOT open attachments or click links from unknown senders or unexpected email. ***

Attached you will find a full and final release in the amount of \$163.35 for the damage to your overhead power line.

Please sign the release and have it notarized. Once the executed release is returned to me, we will send a check, in the above amount, directly to your attention.

If I can be of any further assistance, please feel free to call me at (336)-734-1521.

City of Winston-Salem
ONE TEAM
Committed to Excellence

All e-mails including attachments sent to and from this address are subject to being released to the media and the public in accordance with the North Carolina Public Records Law.

NORTH CAROLINA)

FORSYTH COUNTY)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS, that I, /We, Duke Energy, the undersigned, for sole consideration of One Hundred and Sixty-three Dollars and 35/100, (\$163.35), to me in hand paid by the City of Winston-Salem, receipt of which is hereby acknowledged, have released and discharged and by these presents, do for myself, my heirs, executors, administrators, successors and assigns, hereby release and forever discharge the City of Winston-Salem, its officers, agents, servants and employees, of and from all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, which I now have or which I may hereafter have, for or on account of any personal injury sustained by me and/or any damages to real or personal property owned by me or in which I have an interest, including injuries and damages known and unknown, arising out of, by reason of or in any manner resulting or growing out of the incident while raising dumpster at 515 Laurel Street in Winston-Salem, NC on 11-18-15 (Inv. # 1432474549)

IT IS FURTHER UNDERSTOOD AND AGREED that I have not received payment for these damages described above from anyone not a party to this agreement, such as, but not limited to, a commercial general liability insurance carrier. In the event that I have received payment from any other person and that person seeks to recover these funds from the City, or its officers, agents, servants or employees, I shall indemnify, and hold harmless, including reasonable attorney's fees, the City of Winston-Salem, its officers, agents, servants and employees, of and from any and all claims, demands or causes of action brought by this person.

IT IS FURTHER UNDERSTOOD AND AGREED that there is not any other individual, person or corporate, who has an interest in my property, real or personal, damaged by the events described above. I shall indemnify, and hold harmless, including reasonable attorney's fees, the City, its officers, agents, servants and employees, from any and all claims, demands or causes of action related to my property, real or personal, damaged by the event described above and brought by anyone not a party to this agreement.

FINALLY, IT IS UNDERSTOOD AND AGREED that this is a compromise settlement of a disputed claim, and that payment to me of the amount indicated above by the City is not to be construed as an admission of liability on the part of the City of Winston-Salem, its officers, agents, servants or employees.

WITNESS MY HAND AND SEAL this, the 21st day of January, 2016.

IMPORTANT - READ ENTIRE DOCUMENT BEFORE SIGNING

[Signature] (SEAL)

IN THE PRESENCE OF:

[Signature] (SEAL)
Witness Name

Address

[Signature]
Notary Public

My Commission expires 04-13-2019

